

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

October 18, 2011

TO LEASE NO GS-09B-02759

ADDRESS OF PREMISES: 370 Amapola Avenue, Torrance, CA 90501-1475

THIS AGREEMENT, made and entered into this date by and between **Voit Torrance Tech Partners, LLC**

whose address is: 101 Shipyard Way, Suite M
Newport Beach, CA 92663-4447

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, to establish Beneficial Occupancy, modify the rent table to reflect the final tenant improvement amortization, and modify the commission credit paragraph.

Paragraphs 9, 10, 17 and 23 of the lease are deleted and the following substituted therefore.

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on October 1, 2011 through September 30, 2019."

"10. The Government shall pay the Lessor, for October 1, 2011, through September 30, 2019, (months 1 through 96) annual rent as follows: \$288,016.12 (\$25.503935/RSF) at the rate of \$24,001.34 per month in arrears.

Months	Annual Rent (r.s.f. per year)	Annual Total Rent	Total Monthly Rent
Shell Rent	\$ 20.2661	\$ 228,865.07	\$ 19,072.09
Operating Costs	\$ 4.13	\$ 46,640.09	\$ 3,886.67
TI Amortization	N/A	\$ 12,510.96	\$ 1,042.58
TOTAL	\$ 25.503935	\$ 288,016.12	\$ 24,001.34

The cost for the twenty-nine (29) parking spaces referenced in Paragraph 1 of the SF-2 are included in the Shell Rent. The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated.

Rent checks shall be payable to:

Voit Torrance Tech Partners, LLC
101 Shipyard Way, Suite M
Newport Beach, CA 92663-4447

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Continued on Page 2 of 2.

17. TENANT IMPROVEMENT ALLOWANCE:

Tenant improvements were inspected and determined to be substantially complete on October 1, 2011. The final Tenant Improvement Allowance has been established to be \$73,750.00 and will be amortized over the 8-year lease term at an annual interest rate of 8.00%. The amount supercedes the original scope and pricing as stated in Paragraph 24 of the lease.

23. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease for years 1 through 5 and [REDACTED] for years 6 through 8. . The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$24,001.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$24,001.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$24,001.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Voit Torrance Tech Partners, LLC	
BY <u>Stuart Kriloff</u> (Signature)	<u>STUART KRILOFF</u> SECY OF VOIT (Print Name and Official title) DEVELOPMENT MGR INC
IN PRESENCE OF <u>Chris Evans</u> (Signature)	<u>Chris Evans</u> Asst Manager (Print Name and Official title)
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service	
BY <u>James Vele</u> (Signature)	Contracting Officer (Official title)